

THE HONORABLE BARBARA J. ROTHSTEIN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

WILBERT NAPOLEON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

AMAZON.COM, INC.,

Defendant.

Case No.: 2:24-cv-00186-BJR

NOTICE OF RELATED CASE

PLEASE TAKE NOTICE that, pursuant to Local Civil Rule 3(g), Defendant Amazon.com, Inc. hereby gives notice that this action is related to *Peterson et al. v. Amazon.com, Inc.*, Case No. 2:24-cv-00364, currently unassigned.

In this case, Plaintiff Wilbert Napoleon claims to have signed up for an annual membership to the Amazon Prime subscription service. Dkt. No. 1, ¶ 1, 22. He is challenging Amazon’s imposition of a monthly fee for “ad-free” streaming on Prime Video, and on an identical theory (*i.e.*, subscribers already paid for an annual subscription and should not have to pay more). *See, e.g., id.* ¶¶ 11, 13, 19. Plaintiff Napoleon asserts claims for violation of the Washington Consumer Protection Act (“WCPA”) and breach of contract, along with other alleged violations of California consumer protection laws and common law claims. Moreover, Plaintiff Napoleon seeks to represent a nationwide class, and a California subclass, of U.S. consumers who purchased an annual subscription to Amazon Prime before December 28, 2023. *Id.* ¶ 29.

In the *Peterson* case, Plaintiffs Timothy Peterson, Ashley Scarborough, Daleene Fox, Porsche Holmes, Laura Smith, Sharon Crosswhite, Sarah Frazee, Kelly Slovenkay, Oliver Tsuya,

1 and Katrina Erickson allege that they are annual subscribers to the Amazon Prime subscription
 2 service. *Peterson*, Dkt. No. 1, ¶¶ 25-34. The crux of the complaint is that Amazon promised
 3 “unlimited, commercial-free, instant streaming” of video content on Prime Video as an Amazon
 4 Prime benefit and allegedly harmed Amazon Prime members when Amazon “unilaterally imposed
 5 a new fee of \$2.99 per month if Plaintiffs wanted to enjoy the same commercial-free service that
 6 they had previously paid for in their annual subscription fee.” *Id.* ¶¶ 18, 23. The *Peterson*
 7 Plaintiffs assert common-law claims for breach of contract and breach of the implied covenant of
 8 good faith and fair dealing and claims under the WCPA and the consumer protection statutes of
 9 other states. *Id.* ¶¶ 66-182. Plaintiffs seek to represent a nationwide class, as well as state-specific
 10 subclasses, of all persons who had an active subscription to Amazon Prime as of December 28,
 11 2023. *Id.* ¶ 36.

12 Both actions arise from Amazon’s changes to benefits associated with the Amazon Prime
 13 subscription service, specifically, Prime Video. They bring claims under consumer protection
 14 statutes, based on Amazon’s allegedly false or misleading promises regarding the Prime service,
 15 and claims for breach of contractual obligations. In addition, there is substantial overlap between
 16 the proposed classes, as the proposed nationwide class in this case is substantially identical to the
 17 proposed nationwide class in the *Peterson* case. Thus, both cases are all filed against the same
 18 defendant, arise from substantially similar allegations, require determinations of substantially
 19 similar questions of fact and law, and therefore are likely to entail substantial duplication of effort
 20 for the judges assigned to each respective case. Local Rule 3(g).

21 Dated: March 12, 2024

Respectfully submitted,

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